

A. G. Contract No. KR 98-2700-TRD
ECS File: JPA 88-80
Project No.: HES-260(9)P
TRACS NO.: 260 YU YU S0050 01C
Project: Gadsen - Yuma Rd. (Somerton Ave)
Section: County 15th St. - County 11th St.

SUPPLEMENTAL
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
YUMA COUNTY

THIS SUPPLEMENTAL AGREEMENT is entered into January 12, 1989, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the State) and the YUMA COUNTY, acting by and through its BOARD OF SUPERVISORS (Local Agency).

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this supplemental agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this supplemental agreement and has delegated to the undersigned the authority to execute this supplemental agreement on behalf of the State.

2. Local Agency is empowered by Arizona Revised Statutes Section 11-251, to enter into this supplemental agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this supplemental agreement and has authorized the undersigned to execute this supplemental agreement on behalf of Local Agency.

3. Congress has authorized appropriations for, but not limited to, the construction of streets and primary, feeder and farm-to-market roads; rehabilitation and replacement of bridges; elimination of high hazards and removal of roadside obstacles; and highway safety improvements at railroad-highway grade crossings.

4. Such project within the boundary of Local Agency has been selected by Local Agency; the field survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration (FHWA) for its approval.

NO. <u>13606</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>1-23-89</u>
<u>Don Sheen</u> Secretary of State
By <u>B. H. Miller</u>

5. It has been determined that it is in the public interest for the work embraced in this supplemental agreement to be accomplished by the Local Agency.

6. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of Local Agency by reason of federal law and regulations under which funds for the project are authorized to be expended.

7. The work embraced in this supplemental agreement and the estimated cost are as follows: EXTEND IRRIGATION STRUCTURES ON SOMERTON AVENUE AT COUNTY 14TH ST.

Estimated Cost	\$ 11,627.00
Federal Funds @ 90 %	\$ 10,464.30
Yuma County Funds @ 10 %	\$ 1,162.70

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will authorize Local Agency to proceed with the additional work embraced in this supplemental agreement if it is determined that federal funds are available for construction.

2. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this supplemental agreement, Local Agency shall fund the increased costs at its own expense.

3. The Local Agency shall acquire, without cost to the State, the necessary right-of-way and hereby certifies that all necessary rights-of-way have been acquired.

4. The Local Agency shall remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, and hereby certifies that all obstructions and encroachments have been removed therefrom, prior to the start of construction.

5. The Local Agency shall not permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right of way.

6. The Local Agency shall perform the work with its own forces in accordance with the approved plans and specifications and to notify the State at the beginning and at the completion of the work.

7. Upon completion of construction, Local Agency shall provide for, at its own cost and as an annual item in its budget, proper maintenance.

8. State employees may perform any inspections of the project in order for the State to satisfy itself that the project was completed in accordance with the plans and specifications, statutes, rules, and regulations of the State and Federal government.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this supplemental agreement. Local Agency assumes full responsibility for the design, plans and specifications, the engineering in connection therewith, the construction of the improvements contemplated, cost overruns, and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of Local Agency and that Local Agency hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, Local Agency, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

2. The cost of the work covered by this supplemental agreement is to be borne by FHWA and Local Agency, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this supplemental agreement.

3. This supplemental agreement shall remain in force and effect until completion of the work herein embraced; provided, however, that any provisions in this supplemental agreement for maintenance shall be perpetual.

4. This supplemental agreement shall become effective upon filing with the Secretary of State.

5. This supplemental agreement may be cancelled by the Governor in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this supplemental agreement.

7. In the event of any controversy which may arise out of this supplemental agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

8. All notices or demands upon any party to this supplemental agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

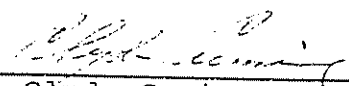
Arizona Department of Transportation
Engineering Consultant Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007


9. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this supplemental agreement and that the supplemental agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this supplemental agreement the day and year first above written.

YUMA COUNTY

STATE OF ARIZONA
Department of Transportation

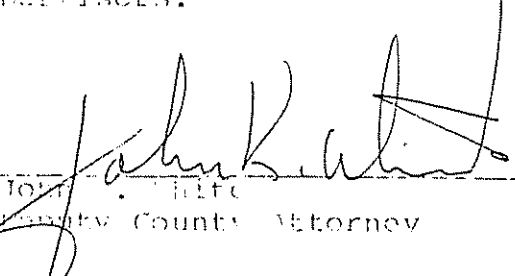
By 
Clyde Cuming
Title Chairman

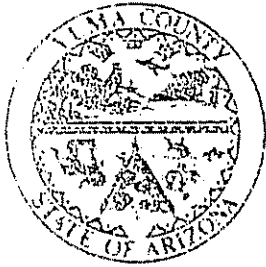
By 
THOMAS A. BRYANT, II
State Engineer

12-19-88

0562(3)

This agreement is in proper form and is within the powers and authority granted under the laws of this State to the Yuma County Board of Supervisors.

By 
County Attorney



Yuma County
Yuma, Arizona

OFFICE OF THE
BOARD OF SUPERVISORS
Redondo Square
P.O. Box 1112
Yuma, Arizona 85364
Phone 782-4534

BOB McCLENDON
DISTRICT 1

GARY MUNK
DISTRICT 2

RAY MOORE
DISTRICT 3

CLYDE CUMING
DISTRICT 4

PAT CONNER
DISTRICT 5

ANDREW O. TORRES
COUNTY ADMINISTRATOR

STATE OF ARIZONA)
COUNTY OF YUMA)

I, Andrew O. Torres, Clerk of the Board of Supervisors do hereby certify that I am required by law to maintain custody of the minutes of the Board of Supervisors and that the following is a true and correct copy of a portion of the minutes of the Board of Supervisors meeting held December 19, 1988.

"Upon motion and unanimous vote the Board of Supervisors authorized the Chairman of the Board to enter into a Supplemental Agreement between the State of Arizona and the County of Yuma covering the construction, maintenance and financing a change to Project No. HES-260 (9)P Somerton Avenue, County 15 1/2 - County 11th Streets, Canal Project."

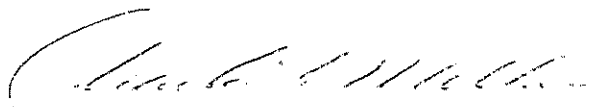
In Witness Whereof I have hereunto set my hand and affixed the official Seal of the Board of Supervisors. Done at Yuma, the County Seat, this 19th day of December, 1988.


Clerk of the Board of Supervisors

R E S O L U T I O N

Be it resolved on this, the 16th day of November, 1988, that I, CHARLES L. MILLER, as Director, Arizona Department of Transportation, have determined that pursuant to A. R. S. 28-108, it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through its Highways Division, enter into a Supplemental Intergovernmental Agreement with Yuma County for Project 260 YU YYU S0050 01C, Old No. HES-260(9)P.

Work entails extending irrigation structures on Somerton Avenue at County 14th Street.



CHARLES L. MILLER, Director
Arizona Department of Transportation



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

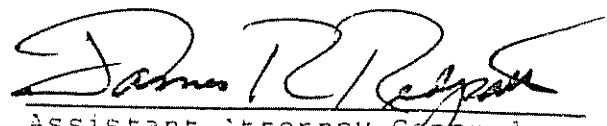
DETERMINATION

A. G. Contract No. KR-88-2700-TRO is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 13th day of January, 1988.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division